

## Standard SFO Template Revisions

1. General Instructions.

- a. This SFO template, like previous versions, contains several macros to assist the user. The template's hidden blue text contains specific instructions for executing paragraph additions, deletions, and inserting text, among other things. Specialists must read the instructions and familiarize themselves with the macro features. Specialists must closely follow the instructions or the macros and formatting elements of the SFO may be compromised.
- b. This SFO template contains input from all GSA Regions, the Office of the Chief Architect, the Office of Real Property Asset Management, the Office of Applied Science, and the Office of General Counsel. It provides greater consistency in application of the pricing policy and other GSA initiatives, as well as in our dealings with customers.

2. SFO Revisions.a. General.

- i. This SFO has been reorganized. The reorganization of the paragraphs is designed to make the SFO document easier to use for both GSA and potential lessors/offers.
- ii. The blue hidden text throughout the document has been updated. For many paragraphs, the hidden text now provides more background information and direction to the realty professional as to the applicability of each paragraph.
- iii. Throughout the SFO, the realty professional will find SFO subparagraphs in red text. This red text indicates that the realty professional has a choice to make between subparagraphs. After choosing the applicable subparagraph, the other(s) must be deleted.
- iv. This SFO also includes the revisions and updates of previous Realty Service Letters (RSLs).
- v. Major paragraph revisions to this SFO template include new Restoration Waiver, Mold, and Novation and Change of Name paragraphs, and revised Historic Preference and Tax Adjustment paragraphs.
- vi. The RSL-2007-12, *Green Lease Policies and Procedures for Lease Acquisition*, and several SFO paragraphs required a Leadership in Energy and Environmental Design for New Construction (LEED<sup>®</sup>-NC) Silver rating for major lease renovation projects of 10,000 Rentable Square Feet and above when the government is the sole occupant of the entire building with the exception of retail space. All offerors of existing buildings will not offer sole occupancy; therefore, we have concluded, in consultation with the Office of General Counsel, that this requirement would create uneven prerequisites on offerors due to that provision. This would be a violation of the Competition in Contracting Act. Accordingly, we have eliminated the "major renovation" LEED requirement.

- b. Section-Specific SFO Revisions. The format, wording, organization, and punctuation in many of the paragraphs have changed. However, only changes that have altered the intent or content of the paragraph are noted below.

## 1. Summary

1.1 *Amount and Type of Space* paragraph, added:

Subparagraph (B): Government parking requirement specifications.

Subparagraph (E): clarified interchangeability of terms: “ANSI/BOMA” and “usable square feet.”

Subparagraph (F): Government requirement for use of part of the building roof for antennas. Also included is blue instructional text clarifying when paragraph should/should not be used.

Subparagraph (G): Government requirements for Randolph-Sheppard Act vending facilities, with blue informational text clarifying conditions of applicability of the paragraph.

1.2 is now *Unique Requirements*, and includes language on Leadership in Energy and Environmental Design (LEED) requirements for lease construction procurements and deleted reference to major lease renovation projects of 10,000 Rentable Square Feet and above. Also included is blue instructional text describing each paragraph’s applicability.

1.4 is now *Offer Due Date* paragraph, and clarifies that offers shall remain open until lease award.

1.5 is now *Access and Appurtenant Areas*, and now references the Security Requirements section of the SFO for additional information regarding entitlements under this paragraph.

1.6 is now *Services, Utilities, and Maintenance*, and includes language calling for Lessor (or Lessor’s designated representative) to immediately address all emergency situations, along with blue text direction on conducting Transaction Management Playbook (TMP) discussions with the customer to determine acceptable response times for calls and emergencies.

1.7 is now *Area of Consideration*, and includes language clarifying when an award of a lease location in a floodplain may/may not be acceptable.

1.8 is now *Location: City Center*, and includes:

Subparagraph (B) *Parking* now includes blue instructional text clarifying how the parking variable should be determined. Local market practice should be observed, however a ratio range is now listed, with a suggested range falling between 2,500 and 4,000 SF.

Subparagraph (C) *Location Amenities*: includes a walkable ½ mile benchmark for restaurants, cafeterias, etc., along with language clarifying that to meet this requirement, amenities must be existing, or the Offeror must demonstrate that such amenities will exist by the Government's occupancy date. Blue instructional text also included clarifying applicability.

Subparagraph (D) *Public Transportation*: includes language addressing lease location proximity relative to public transportation, and includes benchmarks of a walkable ½ mile to a commuter rail, light rail or subway station, and a walkable ¼ mile to two or more public or campus bus lines.

Subparagraph (E) *Submittal Requirements*: requires the Offeror to submit a map showing public transport and distances marked,

1.9 is now *Location: Outside City Center*, and includes:

Subparagraph (B) *Parking* now includes blue instructional text clarifying how the parking variable should be determined. Local market practice should be observed, however a ratio range is now listed, with a suggested range falling between 2,500 and 4,000 SF.

Subparagraph (C) *Location Amenities*: includes a walkable ½ mile benchmark for proximity of location to restaurants, cafeterias, retail shops, cleaners, and other amenities.

Subparagraph (D) *Submittal Requirements*: requires the Offeror to submit a map showing public transport and distances marked.

1.10 is now *Location: Inside or Outside City Center*, and includes:

Subparagraph (A)(2) *Parking* now includes blue instructional text clarifying how the parking variable should be determined. Local market practice should be observed, however a ratio range is now listed, with a suggested range falling between 2,500 and 4,000 SF.

Subparagraph (A)(3) *City Center Neighborhood: Location Amenities: Location Amenities*: includes a walkable ½ mile benchmark for proximity of location to restaurants, cafeterias, retail shops, cleaners, and other

amenities. Blue instructional text also included clarifying applicability and types of measurements used for these amenities.

Subparagraph (A)(4) *Public Transportation*: includes language addressing lease location proximity relative to public transportation, and includes benchmarks of a walkable ½ mile a commuter rail, light rail or subway station, and a walkable 1/4 mile to two or more public or campus bus lines. Blue instructional text also included clarifying applicability and types of measurements used for this amenity.

1.11 is now *Occupancy Date*, and includes two options: a date certain occupancy post-lease award, and a date certain occupancy post-issuance by the Contracting Officer of the Notice to Proceed with Tenant Improvements. Blue instructional text also included clarifying the applicability of each paragraph.

1.13 is now *Quality and Appearance of Building*, and now states that if modernization of the space is underway or proposed, architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer.

1.14 is now *Building Shell Requirements*, and includes the following:

Subparagraph (A) clarifies that all items identified as building shell are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

Subparagraph (A) (13) is specifically used when agencies request use of LEED for commercial interiors, and states that the lessor must incorporate any building shell modifications required for the space to meet LEED requirements, and any such modifications must be included in the Working Construction Documents.

Subparagraph (A) (14) *Demolition*, detailing demolition requirements to accommodate the Government's design intent drawings.

Subparagraph (A) (15) clarifies that all improvements detailed in this paragraph are described in greater detail throughout the solicitation.

Subparagraph (A) (16) clarifies that any items not specifically labeled as a Tenant Improvement shall be considered a shell item.

## **2. Award Factors and Price Evaluation**

2.2. is now *Other Award Factors*, and includes the following:

Subparagraph (C) blue informational text clarifies that if evaluation factors are used, Past Performance must be included as a factor. Also, (C)(6), *Promotion of Energy Efficiency and Use of Renewal Energy*, is an evaluation factor, which

must be used in cases of prospectus level new construction. If this is the case, an evaluation factor **must** be developed taking into consideration the extent to which the offeror will promote energy efficiency and the use of renewable energy. In other cases (i.e., below prospectus new construct) this may be used as an evaluation factor, at the agency's request, though it is not required. Blue instructional text clarifies its applicability, and calls for a minimum Energy STAR benchmark score of 75 or higher as the "acceptable" level, with evaluation factors evaluating how that minimum benchmark score will be exceeded.

2.4 is now *Seismic Safety for Existing Construction*, and clarifies seismic compliance requirements for existing space, and the Offeror's responsibility of proof and submittal requirements. Further, blue instructional text clarifies the paragraph's applicability.

2.6 is now *Historic Preference*, and describes the new historic preference criteria and associated price evaluation criteria, in accordance with the revised GSAR 552.270-2 clause. The historic preference criteria now provides for a preference to space offered in the following historic property types: historic properties within a historic district, which receive a 10% price evaluation preference, non-historic properties within a historic district, which receive a 2.5% price evaluation preference, and historic properties not within a historic district, which receive a 10% price evaluation preference in accordance with the hierarchy in the paragraph and separate RSL on the subject..

2.8 is now *Price Evaluation (Present Value)*, and now includes the following:

Subparagraph (A) now clarifies that the base price offered per ANSI/BOMA Office Area square foot – from which adjustments are made- will be the base price for the term of the lease, including any option periods.

Subparagraph (C)(7)(d), now calls for the cost of an Offeror's project development fees associated with Tenant Improvement to be discounted annually at 5%, and added to the gross present value cost (PVC).

2.9 is now *Award*, and includes the following:

Subparagraph (A)(6), calls for the floor plan of the offered space to be included as part of the executed lease agreement, and specifies that award of the lease occurs upon the execution and mailing or otherwise furnishing notification of execution.

### **3. How to Offer and Submittal Requirements**

3.1 is now *Offer Procedures*, and includes the following:

Subparagraph (A) now has two versions, one for National Broker Contract projects, and one for standard non-broker contract projects. Blue informational text is included addressing the applicability of each paragraph.

Subparagraph (B) provides instruction and clarification on offer submission documentation.

3.2 is now *Tenant Improvements Included in Offer*, and now includes a definition of Tenant Improvements, along with including a placeholder for inputting the TI allowance amount per ANSI/BOMA office area square foot, for a particular solicitation. Additionally, it includes two paragraph (A)'s, one for general procurements, and the second allowing for a revised TI allowance for existing leased space. Blue instructional text instructs using the latter paragraph (A) in situations where the customer requires minimal alterations at an existing location, and would accept a succeeding lease and elects to apply a TI amount less than their full entitlement. Paragraph (B) clarifies what is and is not included as part of the Tenant Improvement Allowance, and paragraph (C) outlines LEED requirements for Tenant Improvements when agencies request LEED®-CI.

3.3 is now *Tenant Improvement Rental Adjustment*, and clarifies that all tenant improvements shall be identified after award, in accordance with provisions found in the *Construction Schedule of Tenant Improvements* paragraph now located in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of the SFO. Further, paragraph (2) once again allows for the Government, at its sole discretion, at any time after occupancy and during the firm term of the lease, to choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance if the original occupant agency vacates the space. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

3.4 is now *GSA Forms and Pricing Information*, and now includes blue instructional text clarifying procedures regarding deviations to forms, submittals, etc. Further, it calls for the following:

Subparagraph (A)(1) requests a signed statement from the Offeror verifying he/she have read the SFO, General Clauses, and all attachments in their entirety, and that no deviations are being requested.

Subparagraph (A)(2) §'s (a) – (k) outline all information to be included on GSA form 1364, *Proposal to Lease Space*.

Subparagraphs (A)(3) – (6) explain requirements of information requested on other submittal forms, including GSA Form 1217 – Lessor’s Annual Cost Statement, the Unit Price List, Building Security Unit Price List, and GSA Form 3518 – Representations and Certifications.

Subparagraph (A)(7) calls for information on any brokerage commission agreement between GSA’s Tenant Representatives and the Lessor, with blue instructional text calling for use of the Broker Commission Agreement template in eLease.

Two versions of paragraph (A)(8), one for lease construction procurements, and the other for procurements where the customer agency requests LEED®- CI, The paragraph lists LEED scorecard requirements, that a lessor must achieve at a minimum on projects where these requirements apply.

3.5 is now *Evidence of Capability to Perform*, and has been revised into three sections: submissions at time of offer, after award, and after issuance of Notice to Proceed for Tenant Improvements.

3.6 is now *Building and Site Information Submittals*, and outlines submittal information and documentation due from Offerors at the submission of offers, and includes the following:

Subparagraph (A)(1) GSA form 12000 or GSA form 12001 (as applicable), Pre-lease Fire Sub-Protection and Life Safety Survey Evaluation.

Subparagraph (A)(2) Seismic Safety Certification.

Subparagraph (A)(3) Pre-lease Building Security Plan

Subparagraph (A)(4) Tax information, including a legal description of the property, tax ID numbers, any tax abatements, copies of all real estate taxes , notices, prior year tax bills, and any other information that may affect the assessed valuation of the property, and any other tax related information.

Subparagraph (A)(5) narrative explanation of Offeror’s plans to fulfill any parking requirements

Subparagraph (A)(6) Architectural plans describing any plans for overall building modernizations/improvements.

Subparagraph (A)(7) Any existent asbestos management plans for the building.

Subparagraph (A)(8) §'s (a – d) Plans for space offered, along with criteria for submitting such plans, now no longer submitted on 3 1/2 floppy, but only on CD-ROM.

Subparagraph (A)(9) scaled map including offered building and all amenities as stated in the Location Paragraph

Subparagraph (A)(10) provide information on vending facilities in the offered building, in accordance with the "Vending Facilities" paragraph in the Summary section of the SFO. Blue instructional text also included explaining Randolph-Sheppard requirements

Subparagraph (A)(11) (applicable only when using the *Location: City Center* paragraph) provide evidence demonstrating amenities will exist by the Government's required occupancy date, including copies of signed leases, construction contracts, or other documentation deemed acceptable by the contracting officer.

Subparagraph (B)(1) calls for the post-award submission of the name / contact information of an onsite or locally designated service/utilities/maintenance representative

Subparagraph (B)(2) calls for the submission of a schedule of periodic services for other than daily, weekly, or monthly services.

3.7 is now *Green Lease Submittals*, and has been clarified from the initial language provided in RSL 2007-12 *Green Lease Policies and Procedures for Lease Acquisition*, to consolidate all pertinent pre and post award Green Lease submittals that were previously interspersed throughout the SFO.

#### **4 Utilities, Services, and Lease Administration**

4.1 is now *Measurement of Space*, and recognizes the use of ANSI/BOMA space definition standards throughout the SFO. Further, the paragraph includes definitions of ANSI/BOMA Office Area Square Feet, Rentable Space, and Common Area Factor.

4.2 is now *Tax Adjustments* and clarifies procedures for the Government paying its share of adjustments in charges of real estate taxes. A methodology is outlined which covers, among other things, establishment of the base year for tax adjustments, how to determine tax adjustments, and includes direction on dealing with tax abatements, termination of leases prior to the end of a tax year, credits due the Government, interest penalties, multiple assessed parcels, and tax appeals.

4.3 is now *Operating Costs*, and is now a combination of the former *Operating Costs* and *Operating Costs Base* paragraphs. The paragraph includes the following clarifications:

Subparagraph (A) states that the base for operating cost adjustments will be established during negotiations based on ANSI/BOMA Office Area square feet.

Subparagraph (A)(2) now clarifies when payment of CPI adjusted rental rates will be due.

4.4 is now *Adjustment for Vacant Premises*, and now includes additional blue instructional text with clarifying intent and goals of the paragraph.

4.5 is now *Normal Hours*, and now includes blue instructional text advising that if the successful Offeror agrees to provide extended hours and /or days at no additional cost or consequence to the Government, such hours should be accepted as part of the lease agreement and included in the lease.

4.6 is now *Overtime Usage*, and now includes a paragraph allowing for a designated Tenant Agency official to both order and pay for overtime utilities directly, and a proviso noting that failure to submit a proper invoice within 120 days of providing overtime utilities will constitute a waiver of Lessor's right to receive any payment. Also included is blue instructional text calling for a floor plan showing all areas separately zoned on one floor incorporated into the lease as an attachment.

4.8 is now *Utilities Separate from Rental / Building Operating Plan*, and clarifies that submeters are not acceptable, and also calls for the Offeror to submit a building operating plan with their offer, which must include a schedule of startup and shutdown times for operation of each building system. This plan must be in operation on the effective date of the lease.

4.9 and 4.10 are now both *Janitorial Services*, with blue instructional text indicating when either paragraph should/ should not be used. 4.10 includes the following:

Subparagraph (D)(13) calling for control of pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

4.12 is now *Landscape Maintenance*, and now includes reference to additional information in the Landscaping paragraph in the General Architecture Section of the SFO.

4.13 is now *Maintenance and Testing of Systems*, and calls for the Lessor to be responsible for the total maintenance and repair of the leased premises, including the site and private access roads.

4.14 is now *Novation and Change of Name*, and explains what must occur in the event of a transfer of ownership of the lease premises, an assignment of lease or if there is a change in the lessor's legal name.

4.15 is now *Central Contractor Registration*, and explains Offeror requirements to have an active registration in the Central Contractor Registration System prior to lease award, and throughout the life of the lease.

## **5. Design, Construction, and Other Post Award Activities**

5.2 is now *Seismic Safety for New Construction*, and clarifies seismic compliance requirements for new lease construction, along with the Lessor's responsibility of proof. Blue instructional text clarifies paragraph applicability.

5.3 is now *Fire Protection for New Construction*, and includes the following:

Subparagraph (A) calls for a written statement submitted by the Offeror from a licensed fire protection engineer stating that the building fully complies with the fire protection and life safety requirements stated in the SFO.

Subparagraph (B) requires the new building to be protected by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13.

Subparagraph (C) calls for a secondary power source for electrical fire pumps provided to support the design of the fire sprinkler system.

Subparagraph (D) outlines conditions when the fire alarm system must have an emergency voice/alarm communication system.

5.4 is now *Security: Additional Requirements for Sensitive but Unclassified Information*, outlines requirements, instruction, submittals and protocols in dealing with paper and electronic building information for GSA's controlled space, including leased space, and all items classified as Sensitive But Unclassified (SBU).

5.5 is now *Unit Cost for Adjustment*, and requires the offeror to provide unit prices when requested by the Government. Further, it allows the Government to use those unit prices to price alterations costing \$100,000.00 or less during the first year of the lease.

5.6 is now *Tenant Improvement Pricing Requirements*, and subparagraph (B)(5) now calls for a minimum of two (previously three) qualified general contractors invited to participate in the competitive proposal process, or in the absence of sufficient competition from general contractors, a minimum of two (previously three) qualified subcontractors from each trade of the 21 division Tenant Improvement Cost Summary Table (now also included in lease).

5.7 is now *Subsequent Tenant Alterations \$100,000 Or Less* and is reorganized but contains no significant changes.

5.9 is now *Responsibility of the Lessor and Lessor's Architect/Engineer*, is a new SFO paragraph which includes the following:

Subparagraph (A) designates the Lessor as responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by the Lessor under the lease. Further, it calls for the Lessor to correct or revise any errors, or deficiencies in the designs, drawings, specifications, or other services, without additional compensation.

Subparagraph (B) designates the Lessor as being solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with requirements of the lease. Further, the Government retains the right to review and approve many aspects of the Lessor's design, including review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction.

Subparagraph (C) indicates that neither the Government's review, approval, or acceptance of, nor payment through rent of the services required under the contract, shall be construed to operate as a waiver of any rights under the lease contract, with the Lessor remaining liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any services required under the contract.

Subparagraph (D) calls for the Lessor to make certain that space planners, architects, engineers, construction contractors, etc, have been provided with all information required whether found in the SFO, Special Requirements, and Attachments, Price Lists, or Design Intent Drawings.

5.10 is now *Liquidated Damages*, and now includes the proviso that the liquidated damages sum is not a punitive measure, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor's delay. Further, blue instructional text indicates the option of using the liquidated damages calculation spreadsheet to compute an estimate of actual damages. Other methods of calculation, approved by Regional Counsel, may also be acceptable.

5.12 is now *Construction Waste Management*, and is now is mandatory for tenant improvements and subsequent alterations, now has as a submittal requirement from the Offeror - prior to construction commencement - a proposed plan to recycle construction waste. All requirements of this construction waste management plan are outlined in paragraph (B)(1).

5.16 is now *Progress Reports*, and allows for the Contracting Officer to specify the number of meetings per week the Lessor must conduct, in order to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Further, it designates the Lessor responsible for meeting minutes, and their distribution –pending GSA Contracting Officer review and approval.

5.17 is now *Construction Inspections*, and now calls for the Lessor to respond in writing to the GSA Contracting Officer regarding the Government's comments resulting from any subject reviews, tests, and inspections of the offered space.

5.18 is now *Floor Plans After Occupancy*, and paragraph A no longer requires as-built mylar reproducible floor plans. Paragraph B, calls for computer aided Electronic media, such as CAD files of as-built drawings.

5.19 is now *Waiver of Restoration*, a new SFO paragraph which states that the Lessor waives, releases, discharges, and forever relinquishes any rights to make a claim against the Government for waste, damages, or restoration arising from or related to (a) Government's normal and customary use of the leased premises during the term of lease (including extensions thereof).

## **6. General Architecture**

6.4 is now *Windows*, and includes the following:

Subparagraph (B) now calls for windows accessible from fire escapes to be readily operable from the inside of the building.

Subparagraph (C) calls for fire rated glazing to comply with ANSI Z97.1, Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test and CPSC 16CFR1201, Category 1, Safety Standard for Architectural Glazing Materials.

6.13 is now *Flagpole and Display*, and now calls for the Lessor to provide a flag, as part of shell rent. Further, it calls for the replacement of the flag at all times during the lease term when showing wear. The Lessor will also be responsible for flag display on all workdays and federal holidays, and allows the Lessor the option of lighting the flag in lieu of raising and lowering the flag daily.

## **7. Architectural Finishes**

7.3 is now *Finish Selections*, and is a consolidated version of the Layout and Finishes and the Layout, Finishes, and Colorboards (Dec 2007) paragraphs. Subparagraph (C)

outlines the timelines and procedures for submission of color boards and sample finishes.

7.4 is now *Wood Products*, and requires the treatment of all materials comprised of combustible substances such as wood products to be treated with fire retardant chemicals.

7.6 is now *Doors, Suite Entry (tenant improvement information)*, and now includes a requirement for suite entry doors to meet NFPA 101 Life Safety Code, and that the doors be installed with a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based finish with no formaldehyde.

7.7 is now *Doors: Interior*, and now calls for them to meet the requirement of NFPA 101, Life Safety code.

7.10 is now *Partitions: Subdividing*: and now includes a proviso stating that if necessary, sprinklers and fire alarm notification appliances shall be installed and/or repositioned as appropriated after installation of partitions to maintain the level of fire protection and life safety.

7.11 is now *Wall Finishes*, and has been clarified to include a proviso calling for all wall coverings in the Government demised area to be maintained in “like new” condition for the life of the lease. Further, it states that repair or replacement of wall coverings shall be at the lessor’s expense and shall include the moving and returning of furnishings – except where damaged due to the negligence of the Government.

7.13 is now *Floor Covering and Perimeters*, and now calls for a designation on cyclical carpet replacement, with the cost of such replacement –including moving and returning of furnishings, disassembly and reassembly of systems furniture- to be borne by the Lessor as part of shell rent.

7.14 is now *Carpet: Broadloom* and flammability requirements have been added.

7.15 is now *Carpet Tile* and flammability requirements have been added.

## **8. Mechanical, Electrical, Plumbing:**

8.1 is now *Mechanical, Electrical, Plumbing: General*, and is clarified regarding shell and TI costs.

8.2 is now *Building Systems*, and is clarified regarding TI costs.

8.3 is now *Energy Cost Savings*, and stipulates the following:

Subparagraph (A) is clarified to reference “existing buildings only”.

Alternate Subparagraph (A) is used only for new construction procurements, and calls for all new construction to achieve an Energy Star score of 75 or above within 18 months after reaching 80 % occupancy, and to continue to retain the qualifying Energy Star score or better. Further, it stipulates that if the lessor fails to achieve an Energy Star score of 75 or above within 18 months after reaching 80% occupancy, the Government may implement a corrective action program to achieve such a score, and deduct all associated costs from the rent.

8.4 is now *Insulation: Thermal, Acoustic, and HVAC*, and contains the following changes:

Subparagraph (F) states that the maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of the lease), adopted by the jurisdiction in which the building is located.

8.5 is now *Drinking Fountains*, and states that the Lessor shall provide, on each floor of Government occupied space, a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel, increased from 150 feet of travel.

8.6 is now *Toilet Rooms*, and now also calls for a floor drain in each toilet room and no pooling or spilling of water on the front edge of the counter.

8.9 is now *Heating and Air Conditioning*, and now includes clarification on acceptable maximum indoor humidity levels. Further, it now calls for the provision of individual thermostat control for office space with control areas not to exceed 1,500 ANSI/BOMA office area square feet. Also, Specialty occupancies (i.e., conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC systems in response to space demand.

8.10 is now *Ventilation*, has been updated to include pre-filter requirements and toilet room exhaust provisions.

8.12 is now *Electrical: Distribution*, and requires the lessor to provide duplex utility outlets in toilet rooms, corridors, and dispensing areas. Also, fuses and circuit breakers must now be plainly marked or labeled to identify circuits or equivalents.

8.14 is now *Telecommunications: Local Exchange Access*, and is clarified regarding shell and TI costs.

8.15 is now *Data Distribution (Tenant Improvement Information)*, and now allows for the lessor to provide either ladder type or other acceptable cable trays to prevent the Government provided cable coming into contact with suspended ceilings or sprinkler piping.

8.16 is now *Electrical, Telephone, Data for Systems Furniture*, and now includes edits to the blue instructional text clarifying to consult with the tenant agency on the wire

configurations needed to support agency systems furniture, and whether the agency will install cable or if they want the Lessor to install as part of Tenant Improvements.

8.18 is now *Elevators*, and is now a mandatory paragraph for multiple story buildings. It also has blue text explaining that when there is need for after-hour freight elevator service, this must also be included as a special requirement. Further, it clarifies code compliance in conjunction with all ABAAS requirements.

8.19 is now *Lighting: Interior and Parking*, and now includes a clarification on the Tenant Improvement requirement for higher foot-candle requirements if high-resolution external security cameras are necessary for a particular location.

### ***9. Fire Protection, Life Safety, and Environmental Issues (formerly entitled Fire Protection and Life Safety)***

9.2 is now *Automatic Fire Sprinkler System*, and now references the current requirements of NFPA 25.

9.3 is now *Fire Alarm System*, and now states in subparagraph (C) that if a building's fire alarm control unit is over 25 years old, the Offeror must install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm Code – current as of the award date of the lease, or applicable local code, prior to Government acceptance and occupancy of the offered space.

9.7 is now *Radon in Air*, and now includes a link to EPA's website.

9.9 is now *Radon in Water*, and now stipulates that if the water source is not from a public utility, the lessor shall demonstrate that the water provided in the leased space is in compliance with EPA requirements.

9.12 is now *Occupant Emergency Plans*, and calls for the Lessor to participate in and comply with the development and implementation of the Government Occupant Emergency Plan.

9.13 is now *Mold*, and provides guidelines and protocols of action when "Actionable Mold" is determined to be present in the Government occupied space.